

ATTACHMENT B

DEED RESTRICTION
(Provided on CD)

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Bk: 26507 Pg: 220 Page: 1 of 12
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NOTICE AND DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION is made as of the 5th day of October, 2012 by OLIN CORPORATION, a Virginia corporation ("Declarant").

RECITALS

A. The Declarant owns fee simple title to the real estate and improvements referred to as 51 Eames Street, Wilmington, Middlesex County, Massachusetts, being legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. The Property is at present listed on the National Priority List and certain hazardous substances are present in soil and groundwater at the Property.

C. The Declarant has completed certain remedial actions in two areas described as Area A and Area B in the map attached as Exhibit B hereto.

D. As of the date hereof, Declarant is investigating and evaluating the environmental conditions of the Property.

E. Declarant desires to impose upon and subject the Property to this Declaration, which shall become effective upon the recording of this Declaration in the land records of Middlesex County.

NOTICE AND DECLARATION

NOW, THEREFORE, the Declarant hereby declares that the Property and any portion thereof is and shall be held, transferred, sold, conveyed, used and occupied subject to the perpetual restrictive covenants hereinafter set forth, which restrictive covenants shall run with the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof, and which are for the purpose of protecting the value and desirability of the Property.

1. Restricted Uses. Notwithstanding any laws, rules, regulations, ordinances or orders of any governmental or quasi-governmental entity, including, without limitation, local municipal and zoning ordinances, the Property, or any portion thereof, shall not be used for any residential, school, child day care center, playground or public recreation area purposes. The Property shall be used solely for commercial or industrial purposes.

2. Restriction on Groundwater Use. No groundwater shall be extracted from beneath the Property for any purpose, except to monitor the groundwater, or as part of an action to address groundwater conditions.

3. Excavation Restriction. No excavation of any kind shall occur in Areas A and B, except such excavation that is necessary to maintain the contours of the existing cap on Area A and shaping and grading as required to install a cap on Area B. Excavation in other areas of the Property shall be permissible only: 1) consistent with that certain Environmental and Open Space Restriction, dated October 31, 2006, and recorded in Book 20680, Page 234 of the land records of Middlesex County, Massachusetts, where applicable; and 2) in conformance with an appropriate soil management plan to address construction worker safety and soil management.

4. Runs with the Land. The perpetual restrictive covenants created in this Declaration are appurtenant to the Property and are (i) made for the direct benefit of the Property; (ii) shall run with the land; (iii) may be enforced as either equitable servitudes or real covenants; and (iv) shall bind and inure to the benefit of every person or entity having any property interest in the Property or any portion thereof.

5. Severability. If any portion of this Declaration shall to any extent be invalid or unenforceable, the remaining provisions of this Declaration shall not be affected thereby, and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

6. Successors and Assigns Bound. This Declaration shall be perpetual and shall be binding upon and shall inure to the benefit of Declarant, any subsidiary of Declarant, division, parent or wholly owned corporation or affiliate now or hereafter existing, and their respective successors and assigns with respect to the Property and the tenants, subtenants, licensees,

vendees, concessionaires and successors and assigns of any of them with any fee, leasehold, license or other interest in the Property.

7. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Massachusetts.

IN WITNESS WHEREOF, the said Olin Corporation has caused these presents to be signed, acknowledged and delivered in its name and behalf as a sealed instrument by Curtis M. Richards, its Corporate Vice President for Environment, Health & Safety, this ____ day of _____, 2012.

OLIN CORPORATION

By: Curtis M Richards
Name: Curtis M. Richards
Title: Corporate Vice President
Environment, Health & Safety

State of Tennessee ss.
County of Bradley

Personally appeared the above-named Curtis M. Richards, Corporate Vice President for Environment, Health & Safety and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation, before me.

Angela J. Goodner
Notary Public

My commission expires:

June 30, 2014



EXHIBIT A

LEGAL DESCRIPTION

Parcel A

A certain parcel of land situated in Wilmington, County of Middlesex, Massachusetts situated on the southerly side of Eames Street being comprised of several parcels of registered and unregistered land as shown on a plan entitled "Plan of Land in Wilmington, Mass.," dated July 9, 1980 by Dana F. Perkins & Assoc., Inc. and recorded, being further bounded and described as follows:

Beginning at the most northerly point of the parcel herein described at a point on the southerly sideline of Eames Street and the westerly sideline of the land now or formerly of the Boston & Main Railroad as shown on said plan; thence running

Along the easterly sideline of the land now or formerly of the Boston & Maine Railroad by the following six (6) courses, S 37° 51' 09" E 285.43 feet by the remains of a stone wall, S 81° 51' 09" E 26.99 feet, S 37° 51' 09" E 389.00 feet, S 33° 49' 53" E 843.72 feet, 31.55 feet on a curve to the right having a radius of 5958.75 feet, and S 15° 51' 29" W 95.69 feet to a point at the land now or formerly of New England Resins & Pigments Corp.; thence

Along the land now or formerly of said New England Resins & Pigments Corp., S 10° 09' 31" E 832.50 feet to a point on the line between the City of Woburn and the Town of Wilmington; thence

By the town line along said land now or formerly of New England Resins & Pigments Corp., owners unknown and the City of Woburn, S 60° 32' 25" W 1048.38 feet to a point on the easterly sideline of other land now or formerly of the Boston & Main Railroad as shown on said plan;

Northerly along the easterly sideline of said land now or formerly of the Boston & Maine Railroad by the following two (2) courses, 510.21 feet on a curve line to the left having a radius

of 1951.10 feet, and N 14° 48' 27" W 1938.47 feet to a point on the southerly sideline of Eames Street; thence

Along the southerly sideline of Eames Street by the following three (3) courses N, 58° 11' 02" E 317.36 feet, 112.20 and N 43° 14' 02" E 103.11 feet to a point on the westerly sideline of said land now or formerly of the Boston & Maine Railroad and the point of beginning.

The above described parcel of land contains 49.2 acres, more or less and includes within it the following described parcel of registered land:

PARCEL B

That certain parcel of registered land situated in Wilmington, in the County of Middlesex and the Commonwealth of Massachusetts, bounded and described as follows:

Northwesterly by Eames Street, four hundred forty-three and 74/100 (443.74) feet;

Northeasterly two hundred eighty-five and 43/100 (285.43) feet;

Northerly twenty-six and 99/100 (26.99) feet, and

Northeasterly ten hundred thirteen and 4/100 (1,013.04) feet, by land now or formerly of the Boston and Main Railroad;

Easterly by lands now or formerly of Consolidated Chemical Industries and of Merrimac Chemical Co., nine hundred seventeen and 21/100 (917.21) feet;

Southeasterly by Phelps Street, five hundred twenty-two and 43/100 (522.43) feet;

Southwesterly by Wilmington Avenue, two hundred forty-five (245) feet;

Southeasterly by the end of said Wilmington Avenue, by land now or formerly of Ann Russo and by the end of Linwood Avenue, two hundred twenty (220) feet;

Northeasterly by said Linwood Avenue, seventy (70) feet;

Northwesterly by a. line crossing Linwood Avenue and by said Anna Russo land, one hundred ten (110) feet;

Southwesterly thirty-five (35) feet, and

Northwesterly seventy (70) feet, by said Anna Russo land;

Northeasterly by said Wilmington Avenue, thirty-five (35) feet;

Southeasterly seventy (70) feet

Northeasterly one hundred five (105) feet, and

Northwesterly seventy (70) feet by other land now or formerly of Anna Russo;

Northeasterly by said Wilmington Avenue, seventy (70) feet;

Southeasterly by said Phelps Street, three hundred twenty (320) feet, and

Southwesterly by Longwood Avenue, nineteen hundred sixty-nine and 81/100 (1,969.81) feet.

All of said boundaries are determined by the Land Court to be located as shown on plan 27579-A, which is filed with Certificate of Title 11786, the same being compiled from a plan drawn by Emmons & Fleming, Surveyors, dated April 17, 1957, and additional data on file in the Land Registration Office, all as modified and approved by the Court, and said land is shown as Lot one (1) and two (2) on said plan.

So much of said Lot 2 as is included within the limits of said Phelps Street, Linwood Avenue and Longwood Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of the land hereby reentered as is located within the limits of said Wilmington Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of said Lot 2 as is included within the limits of the ditches, shown on said plan, is subject to such rights as may exist at the time of original decree.

For title of the grantor to said registered land see Middlesex County Northern District Land Court Transfer Certificate of Title No. 24003; for title to said unregistered land see deed of Stepan Chemical Company dated September 12, 1980 and recorded with Middlesex North District Registry of Deeds in Book 2438 at page 105.

PARCELC

That certain land in Wilmington, Middlesex County, Massachusetts, being shown as Lots "A", "B", "C", "D" and "E" on a plan entitled, "Plan of Land in Wilmington, Mass., Scale 1"=6', March 31, 1981, Dana F. Perkins and Assoc., Inc., Civil Engineers and Surveyors, Reading-Lowell, Mass." to be recorded herewith, and bounded and described according to said plan as follows:

LOT A

SOUTHERLY: by land now or formerly of Olin Corporation 45.42 feet;

EASTERLY: by Longwood Avenue 105.00 feet;

NORTHERLY: by land now or formerly of Anna Russo 45.00 feet;

WESTERLY: by land now or formerly of Boston and Main Railroad 105.00 feet. containing 4,731 square feet of land according to said plan

LOT B

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;

EASTERLY: by Longwood Avenue 910.00 feet;

NORTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;

WESTERLY: by land now or formerly of Boston and Main Railroad 910.00 feet.

Containing 40,950 square feet of land according to said plan.

LOT C

SOUTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;

EASTERLY: by Longwood Avenue 105.00 feet;

NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;

WESTERLY: by land now or formerly of Boston and Maine Railroad 105.00 feet.

Containing 4,725 square feet of land according to said plan.

LOT D

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;

EASTERLY: by Longwood Avenue 35.00 feet;

NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;

WESTERLY: by land now or formerly of Boston and Main Railroad 35.00 feet.

Containing 1,575 square feet of land according to said plan.

LOT E

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;

EASTERLY: by Longwood Avenue 105.00 feet;

NORTHERLY: by land now or formerly of National Polychemicals, Inc. 45.00 feet;

WESTERLY: by land of Boston and Maine Railroad 105.00 feet.

Containing 4,725 square feet of land according to said plan.

Together with all the right, title and interest of the Grantor in and to the lot labeled."21" and "Harry L. Marshall" on said plan, being the lot located between the aforesaid Lot B and Lot C.

Together also with all right, title and interest of the Grantor in and to Longwood Avenue as show on said plan.

For title reference see Deed of Nicholas Triantos and Louis G. Manolis a/k/a Louis Manolis dated April 2, 1981 and recorded with Middlesex North District Registry of Deeds in Book 2471 at page 680

EXHIBIT B
MAP OF SOIL RESTRICTION AREAS



Legend

- 51 Eames St. Property Boundary
- Area A Calcium Sulfate Landfill
- Area B Containment Area

N

0 150 300 Feet



Prepared/Date: BJR 09/21/12
Checked/Date: PHT 09/21/12

Site Plan
51 Eames Street
Wilmington, MA



190 Carondelet Plaza
Suite 1530
Clayton, MO 63105-3443

SPECIFIC AUTHORIZATION

TO

Curt M. Richards

Vice President, Environment, Health & Safety

Pursuant to the authority granted me, I hereby delegate to Curt M. Richards, Vice President, Environment, Health & Safety, the authority to execute and file in the name of, and on behalf of Olin Corporation, documents related to regulatory activities at Environmental Remediation Group (ERG) sites where the signature of an Officer of the Corporation is not needed.

Grantee is authorized to redelegate any part of the authority herein granted.

A handwritten signature in dark ink, appearing to read "G. H. Pain", written over a horizontal line.

George H. Pain
Vice President, General Counsel & Secretary

Dated: 1/28/05

Distribution:

Grantor
Grantee
Corporate Secretary (Original)
Controller
Vice President, Auditing

Middlesex North Registry of Deeds - 20/20 Perfect Vision i2 Document Detail Report

Current datetime: 7/24/2013 9:24:21 AM

Doc#	Document Type	Town	Book/Page	File Date	Consideration
62370	RESTRICTIONS		20680/234	11/07/2006	
Property-Street Address and/or Description					
51 EAMES ST					
Grantors					
OLIN CORP, WILMINGTON TOWN CONSERVATION, WILMINGTON TOWN SELECTMEN					
Grantees					
References-Book/Pg Description Recorded Year					
26507/220 NOT 2012					
Registered Land Certificate(s)-Cert# Book/Pg					

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ENVIRONMENTAL AND OPEN SPACE RESTRICTION
TO
THE TOWN OF WILMINGTON

THIS ENVIRONMENTAL AND OPEN SPACE RESTRICTION is made as of this 31st
day of October, 2006, by **Olin Corporation** ("Olin"), a Virginia corporation, with a
principal place of business in Clayton, Missouri:

WITNESSETH:

WHEREAS, Olin is the owner of those certain parcels of land located in Wilmington,
Middlesex County, Massachusetts, with the buildings and improvements thereon, known and
numbered as 51 Eames Street, which land is more particularly bounded and described in Exhibit
A attached hereto and made a part hereof (the "Property");

WHEREAS, the Property is part of a larger disposal site, known as the Olin Site (the
"Site") as the result of past releases of oil and/or hazardous materials (the "Contamination"),
which are present in soil, sediment and groundwater at the Site;

WHEREAS, Olin has agreed, in connection with certain remedial work performed on the
Property pursuant to the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"),
Massachusetts General Laws, Chapter 21E ("Chapter 21E") and Massachusetts Department of
Environmental Protection ("MassDEP") approvals and as a condition of the 401 Water Quality
Certification issued by MassDEP dated July 27, 2000 (the "401 Certification"), which 401
Certification was incorporated by reference in an Order of Conditions issued by the Wilmington
Conservation Commission, dated July 25, 2000 (the "Order of Conditions"), that the portion of
the Property, comprised of approximately 20± acres of land, the perimeter of which is described
in Exhibit B attached hereto, located south of the stream known as the South Ditch, and being
shown as the "Area Subject to Environmental and Open Space Restriction" on a plan entitled,
"ALTA/ACSM Perimeter Survey, Eames Street, Wilmington, MA", dated July 10, 2006,
prepared by Dana F. Perkins, inc., which plan is attached as Exhibit B and recorded herewith (the
"Restricted Area"), shall be preserved in its predominately natural, undeveloped condition,
subject to rights herein reserved to perform and/or maintain response actions required by
MassDEP and/or United States Environmental Protection Agency (the "EPA") at the Site; and

WHEREAS, this Environmental and Open Space Restriction has been voluntarily
negotiated by and between Olin, MassDEP, and the Town of Wilmington, acting by and through
its Conservation Commission, and such parties agree that this Environmental and Open Space
Restriction is in full settlement and satisfaction of the requirements for the imposition of a land
use restriction as provided in the 401 Certification and the Order of Conditions.

Please Return to: Foley Hoag LLP
ATTN: Maureen A. - 11th FL.
155 Seaport Boulevard
BOSTON, MA 02210

I. GRANTOR CLAUSE:

NOW, THEREFORE, Olin ("Grantor", which expression includes its successors and
assigns) grants with QUITCLAIM COVENANTS to the **Town of Wilmington, a municipal**

Restricted Area Address: 51 Eames Street, Wilmington, Middlesex County, Massachusetts

corporation acting by and through its Conservation Commission, with an address at the Town Building, 121 Glen Road, Wilmington, MA 01887 ("Grantee", which expression includes its successors and permitted assigns), in perpetuity, pursuant to Massachusetts General Laws, Chapter 184, Section 26, and exclusively for the purpose described herein, the following described Environmental and Open Space Restriction (hereinafter referred to as the "Restriction") in, on, over, through and under the Restricted Area, and Grantee hereby accepts and holds this Restriction pursuant to Massachusetts General Laws, Chapter 40, Section 8C.

As this Restriction is a restriction "held by any governmental body" under Massachusetts General Laws, Chapter 184, Section 26(c), it is intended to conform thereto and shall run in perpetuity.

II. PURPOSE:

The purpose of this Restriction is the preservation of the Restricted Area in a predominately natural, undeveloped condition, subject to the reserved rights, as provided herein. The qualities of the Restricted Area preserved by this Restriction will benefit the public, including the limitation on development in such Restricted Area, which will provide relief from the density of industrial, commercial and other uses in the vicinity of the Property.

III. RESERVED RIGHTS, PERMITTED ACTS AND USES, AND PROHIBITED ACTS AND USES:

A. Background.

1. As provided above, the Property is part of the Site, a larger disposal site, as the result of past releases of the Contamination. The Site was listed by MassDEP as a confirmed disposal site pursuant to Chapter 21E and classified as a Tier IA Site (MADEP/RTN: 3-0471), pursuant to the MCP. In April 2006, the Site was listed by the EPA as a federal Superfund Site on the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601 *et. seq.* ("CERCLA"). As of the date of this Restriction, the EPA has primary jurisdiction over response actions conducted at the Site.
2. Olin has performed certain investigations and response actions on the Property and has continued to perform such investigations and response actions on the Property and the Site in accordance with Chapter 21E and/or CERCLA, and other applicable laws, as required by MassDEP and/or EPA, or other cognizant governmental entity.
3. The retention of the following Reserved Rights in this Restriction will facilitate and permit the investigation and remediation of the Contamination at the Site as required by MassDEP and EPA and in accordance with Chapter 21E, CERCLA and other applicable environmental laws, while at the same time limiting industrial, commercial or other development in the Restricted Area.

B. Reserved Rights and Permitted Acts.

1. Notwithstanding anything herein to the contrary, Grantor expressly reserves to itself and its successors and assigns the right to conduct, or permit in, on, over, through and under the Restricted Area, any and all acts as may be required for the performance and/or maintenance of temporary or permanent response actions for the Site, including without limitation, the investigation and/or remediation of soils, sediments and groundwater, the construction or placement of temporary or permanent structures, such as treatment facilities, treatment wetlands, roads, conduits, pipes, monitoring wells, fences or other structures associated with investigation and/or remediation of the Site, and any other activities as may be required by MassDEP and/or EPA in order to implement the investigation and/or remediation of the Site in accordance with applicable law. Grantee hereby agrees that this Restriction is subject to the foregoing Reserved Rights. Grantee further agrees that it shall not interfere with any and all acts by the Grantor, MassDEP and/or EPA as may be required by MassDEP and/or EPA for the performance and/or maintenance of temporary or permanent response actions for the Site. Grantee agrees that it shall not, by virtue of its status as "Grantee", object to the investigation and/or remediation activities required by MassDEP and/or EPA within the Restricted Area or to Grantor's exercise of any of its reserved rights and permitted acts and uses in this Paragraph B.1.
2. Notwithstanding any provisions of Paragraph C of this Section III below, Grantor reserves to itself and its successors and assigns the right to conduct or permit the following activities in, on, over, under and through the Restricted Area, provided that such activities will not be undertaken except upon a determination by MassDEP and/or EPA that such activities shall present no significant risk of harm to health, safety, public welfare or the environment and shall not interfere with the performance of required response actions as have been or may be performed or maintained on the Restricted Area:
 - a. Any activities associated with prudent maintenance of the Restricted Area in its predominately natural, undeveloped condition, including, without limitation, selective pruning and clearing, in accordance with generally accepted forestry management practices, to control or prevent fire or disease or to preserve the present condition of the Restricted Area;
 - b. Erection of signs with respect to hunting, trespass and any limitations relating to public access;
 - c. The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating from the Restricted Area,

provided such piles do not interfere with the purpose of this Restriction;

- d. The placing of fences that do not interfere with the purpose of this Restriction; and
 - e. Measures designed to restore native biotic communities, to control or remove invasive or exotic species, or to maintain or enhance the predominately natural, undeveloped condition of the Restricted Area.
3. All other acts and uses not explicitly prohibited by Paragraph C below are permitted, subject to Section IV (Notice and Approval) below.

C. Prohibited Acts and Uses.

The following acts and uses are prohibited in the Restricted Area, except as otherwise permitted in Paragraph B of this Section III above:

- 1. Construction or placement of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility in, on, under, through or above the Restricted Area, unless such construction or placement is required in connection with response actions pursuant to Paragraph B.1 of Section III;
- 2. Mining, excavation, dredging or removing from the Restricted Area any soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit except as necessary for proper soil conservation and then only in a manner which does not impair the purposes of the restrictions recited herein;
- 3. Placing, filling, storing or dumping on the Restricted Area of any soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or installation of underground storage tanks;
- 4. Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation;
- 5. Any activities detrimental to wildlife habitat, drainage, flood control, water conservation, water quality, erosion control or soil conservation;
- 6. Engaging in agricultural activity or using the Restricted Area for cultivation of fruits, vegetables or other plants destined for human consumption;

7. Using the groundwater or surface water in the Restricted Area for a private water supply or any other potable or non-potable purpose without prior written approvals from MassDEP, EPA or other cognizant government entity in accordance with the MCP or other applicable laws and the conditions of this Restriction; and
8. Hunting or trapping.

IV. NOTICE AND APPROVAL:

A. Notice of Intention to Undertake Certain Actions.

Grantor agrees to notify Grantee before exercising any right which is permitted under Paragraph B.3 in Section III, but which is not otherwise permitted under Paragraphs B.1-2 in Section III. The purpose of said notification is to afford Grantee an adequate opportunity to monitor the activities in question and to ensure that they are designed and carried out in a manner that is consistent with the purpose of this Restriction. Notices shall be in writing and delivered by hand, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight delivery service, not less than forty (40) days prior to the date Grantor intends to undertake the activity in question. Notices shall be effective upon such personal delivery, or if mailed or sent by delivery service upon the date shown on the return receipt. Notices shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Restriction.

B. Grantee's Approval.

Grantee shall grant or deny its approval within thirty (30) days from the effective date of Grantor's notice described in Section IV, Paragraph A above. Approval or denial by Grantee shall be in writing and delivered by hand, or mailed postage prepaid by registered or certified mail return receipt requested, or delivered by a recognized overnight delivery service. Failure of Grantee to respond within said period shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this paragraph relating to deemed approval after the passage of time. Grantee's approval may be denied only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Restriction and/or would be inconsistent with those rights reserved under Section III hereof; such determination(s) together with the reasons therefor shall be set forth in the denial notice.

C. Limitation on Grantee's Notice and Approval Rights.

As provided in Paragraph A of this Section IV, Grantee shall have the right to notice of and the right to approve of Grantor's exercise of any right which is permitted under Paragraph B, 3 in Section III, but is not otherwise permitted

under Paragraphs B, 1-2 in Section III. However, nothing in this Section IV shall be construed to require notice to Grantee and/or Grantee's approval of any investigation and/or remediation activities at the Site required by and/or approved by MassDEP and/or EPA or of any reserved rights and permitted acts and uses under Paragraphs B, 1-2 in Section III above.

V. LEGAL REMEDIES OF GRANTEE:

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Area to its condition prior to the time of the injury complained of (it being agreed that Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee; provided, however, that Grantee's right to enforce this Restriction shall not apply to required response actions conducted by Grantor or as may be required by MassDEP and/or EPA. Grantor's exercise of any and all of the reserved rights and permitted acts and uses under Paragraph B, 1-2 in Section III above shall not constitute "injury" to the Restricted Area, the Property or the Site.

B. Reimbursement of Costs of Enforcement.

In the event that either party shall be required to engage counsel to enforce its rights hereunder the prevailing party in any action shall be entitled to its reasonable attorneys' fees.

C. Grantee's Disclaimer of Liability.

By its acceptance of this Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Restricted Area, including with respect to compliance with Chapter 21E, CERCLA, or other environmental laws and regulations.

D. Grantor's Rights.

Notwithstanding anything to the contrary provided herein, Grantor shall not have any obligation to maintain the Restricted Area but shall have the right to do so if it so elects.

E. Natural Causes; Emergencies; Response Actions.

Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the condition of the Restricted Area resulting (a) from natural causes beyond Grantor's control including, but not limited to fire, floods, storms, earth movement or from any prudent action taken by Grantor under emergency conditions to prevent, abate or

mitigate significant injury to the Restricted Area, and (b) from the exercise of any and all reserved rights and permitted acts and uses under Paragraph B, 1-2 in Section III above.

F. Severability Clause.

If any provision of this Restriction shall to any extent be held invalid, the remainder shall not be affected.

G. Non-Waiver.

Any election by Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

VI. ACCESS:

The Restriction hereby granted does not grant to Grantee, to the general public, or to any other person any right to enter upon the Restricted Area, except as provided below:

- A. There is granted to Grantee and its representatives the right to enter the Restricted Area by foot, with an escort provided by Olin, at reasonable times after reasonable notice to Olin and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith. Grantee shall be permitted to exercise its right pursuant to this Paragraph A no more than two times per calendar year, except that Grantee may request additional inspections from Olin due to emergency circumstances, and Olin's consent to such inspections shall not be unreasonably withheld. Within five (5) business days after Olin's receipt of Grantee's request for a non-emergency inspection, Olin shall provide an escort and a route of access for Grantee's inspection. Grantee may be restricted from all or portions of the Property and/or the Restricted Area as required in connection with investigation and/or remediation activities as required by MassDEP and/or EPA. At such time that Grantee performs such an inspection, Olin shall provide Grantee with a route of access, by foot only, to the Restricted Area, in order that Grantee perform such inspection and for no other purpose. Grantee shall have no right to designate or to change the route of access to the Restricted Area, as designated by Olin in connection with such inspections.

Olin shall retain its rights and obligations provided in this Paragraph A (including but not limited to the right to provide an escort and to designate the route of such access to Grantee hereunder) so long as Olin exists as a duly organized corporation in the United States. However, that in the event that Olin ceases to have existence as such a corporation, the then holder(s) of title to the Property and/or the Restricted Area shall succeed to such rights and obligations of Olin provided in this Paragraph A, and in such event, Grantee thereafter shall deliver its request for such inspections to the then holder(s) of record of the Property and/or Restricted Area.

- B. There is granted to MassDEP a right of access to enter the Restricted Area for the purpose of performance, or causing or overseeing others to perform and maintain response actions, including without limitation, investigation and remediation activities related to the Site pursuant to Chapter 21E, the MCP and CERCLA. Notwithstanding anything herein to the contrary, Grantor shall also have the right to provide access to enter the Restricted Area to any person or entity for the purpose of performing and maintaining, or causing or overseeing others to perform and maintain, the actions permitted pursuant to Section III, Paragraph B of this Restriction.

VII. EXTINGUISHMENT:

- A. Grantee's Receipt of Restricted Area.

Grantor and Grantee agree that the conveyance of this Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction, determined at the time of the grant, bears to the value of the unrestricted Restricted Area at that time. Notwithstanding the forgoing, Grantee shall not claim any rights or privileges, by virtue of its status as "Grantee", with respect to the investigation and/or remediation activities required by MassDEP and/or EPA within the Restricted Area, nor shall Grantee claim any rights or privileges, by virtue of its status as "Grantee", with respect to the portions of the Property or the Site not within the Restricted Area, except for the access rights provided in Section VI, Paragraph A in so far as such rights may affect the Property.

- B. Value of Grantee's Restricted Area Right.

Such proportionate value of Grantee's property right shall remain constant.

- C. Right of Grantee to Recover Proportional Value at Disposition.

If any occurrence ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Restricted Area, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

- D. Grantor/Grantee Cooperation Regarding Public Action.

Whenever all or any part of the Restricted Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then Grantor and Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

- E. Allocation of Expenses upon Disposition.

All related expenses incurred by Grantor and Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between Grantor and Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Restriction Disposition.

Grantee shall use its share of the proceeds in a manner consistent with the purpose of this Restriction.

VIII. ASSIGNABILITY; AMENDMENT:

A. Assignability - Running of the Burden.

The burdens of this Restriction shall run with the Restricted Area in perpetuity, and shall be enforceable against Grantor and its successors and assigns holding any interest in the Restricted Area.

B. Assignability - Running of the Benefit.

The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances and from time to time:

1. The Grantee may assign this Restriction, in whole or in part, to the MassDEP, the EPA or other state or federal agency as may be required by the MassDEP or the EPA, provided the agency to be assigned the Restriction gives its prior written approval of the assignment;
2. As a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out;
3. The assignee, at the time of any assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws as an eligible donee to receive this Restriction directly;
4. If the assignee is a commission, authority or other instrumentality of the Grantee, or a charitable corporation or trust, then assignee, at the time of assignment, shall obtain any approvals as may be required by and comply with any requirements of Sections 31-33 of Chapter 184 of the Massachusetts General Laws; and
5. In the event of any assignment to an entity other than MassDEP or EPA, the Grantee shall deliver prior written notice to MassDEP and EPA of such assignment.

C. Amendment and Subordination.

Grantor and Grantee agree that this Restriction may be amended as required by MassDEP and/or EPA to facilitate the investigation, remediation and maintenance activities or other response actions at the Site; provided that such amendment is not inconsistent with the purpose of this Restriction (including the limitation on development in the Restricted Area). Grantor and Grantee, for themselves and any person holding rights and interests under them pursuant to this Restriction, hereby assent to and this Restriction shall be subject to such institutional controls, including without limitation a grant of environmental restriction, an activity and use limitation or other land use restriction as may be required by MassDEP and/or EPA on the Restricted Area, in connection with the investigation, remediation and long term operation and maintenance of response actions at the Site ("Institutional Controls"); provided, however, that such subordination of this Restriction to such Institutional Controls shall not create any new rights or obligations of Grantor or Grantee pursuant to this Restriction. Grantor and Grantee further agree that each party shall not interfere with and shall fully cooperate with MassDEP and/or EPA in connection with any such amendment to or subordination of this Restriction as may be required by MassDEP and/or EPA. Grantor and Grantee may amend this Restriction after completion of the remediation, provided that such amendment is consistent with the purpose of and the rights reserved under this Restriction, and such amendment is approved by MassDEP and/or EPA.

IX. SUBSEQUENT TRANSFERS:

Grantor agrees to incorporate a reference to this Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Restricted Area or the Property, including, without limitation, a leasehold interest. In the event of the transfer of title to the Property and/or the Restricted Area, or any portion thereof, by Grantor, or its successors and assigns, to another person or entity, Olin shall retain (i) its reserved rights to perform and/or maintain required response actions in the Restricted Area, as provided in Section III, Paragraph B.1 of this Restriction, (ii) a right of access to the Restricted Area, and (iii) its rights pursuant to Section VI, Paragraph A. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least ten (10) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Restriction or limit its enforceability in any way.

X. EFFECTIVE DATE:

This Restriction shall be effective when Grantor and Grantee have executed it, and it has been recorded and registered.

XI. RECORDATION:

Within (30) days of its date of execution of this Restriction, Grantor shall record this instrument with the Middlesex North Registry of Deeds and shall file for registration of this instrument with the Land Registration of the Middlesex North Registry District, and Grantor shall submit a certified registry copy of the same to the appropriate headquarters and regional office of MassDEP and EPA and to Grantee within fourteen (14) days of its date of recordation and/or

registration. This instrument is exempt from documentary stamp excise taxes pursuant to Section 1 of Chapter 64D of the Massachusetts General Laws.

XII. TERMINATION OF RIGHTS AND OBLIGATIONS:

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Restriction of any party holding any interest in the Restricted Area terminate upon, and to the extent of, such party's transfer of its interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Restriction, shall survive the transfer; provided, however, that Grantor shall retain its reserved rights to perform and/or maintain required response actions in the Restricted Area, as provided in Section III, Paragraph B.1 of this Restriction, in the event of the transfer of title to the Property and/or the Restricted Area by Grantor, or its successors and assigns, to another person or entity.

XIII. MISCELLANEOUS:

A. Controlling Law.

The laws of The Commonwealth of Massachusetts shall govern the interpretation and performance of this Restriction.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to affect the purpose of this Restriction, the public policies and purposes of Massachusetts General Laws, Chapter 184, Sections 26 and 31-33 and the policies and purposes of Chapter 21E. If any provision in this instrument is found to be ambiguous, then an interpretation consistent with the purpose of this Restriction and the Reserved Rights under this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.

D. Pre-existing Rights of the Public.

This Restriction shall not be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.

E. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

F. Compliance with Applicable Law.

The exercise of any right reserved under this Restriction by Grantor or its successors and assigns shall be in compliance with the then-current Zoning By-Law of the Town of Wilmington, the state Wetlands Protection Act (Massachusetts General Laws, Chapter 131, Section 40, as amended) and all other applicable federal, state, and local laws.

G. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by recognized overnight courier or by first class certified mail, postage prepaid, return receipt requested, addressed as follows:

To Grantor: Olin Corporation
1186 Lower River Road
Charleston, TN 37310
Attn: Mr. Curtis M. Richards

With a copy to: Foley Hoag LLP
Seaport World Trade Center West
155 Seaport Boulevard
Boston, MA 02210
Attn: Laurie Burt, Esq.

To Grantee: The Town of Wilmington
Conservation Commission
121 Glen Road
Wilmington, MA 01887
Attn: _____

With a copy to: Town of Wilmington
Board of Selectmen
121 Glen Road
Wilmington, MA 01887
Attn: _____

And Deutsch Williams et al., P.C.
99 Summer Street
Boston, MA 02110
Attn: Paul R. DeRensis, Esq.

To MassDEP: Massachusetts Department of Environmental
 Protection
 Northeast Regional Office
 206A Lowell Street
 Wilmington, MA 01887

To EPA: United States Environmental Protection Agency
 Region I New England
 One Congress Street, Suite 1100
 Boston, MA 02114-2023
 Attn: Wesley Kelman, Esq.

or to such other addresses as the parties may give the other, from time to time, by written notice.

H. Rights under Law.

Except as provided herein, this Restriction is not intended to expand or limit the rights that the Town of Wilmington otherwise has under applicable federal, state, and local laws.

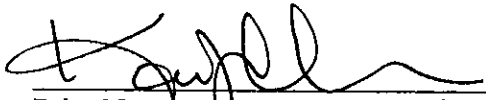
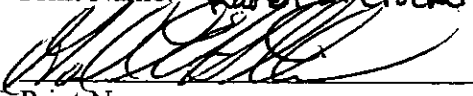
I. Status of Prior Declaration.

The Grantor had previously declared and imposed upon the Property a restrictive covenant, entitled "Declaration of Restrictive Covenant", for the benefit of the Grantor and its successors in interest to the Property and any portion thereof which includes the Restricted Area (the "Declaration"), which Declaration was recorded with the Middlesex North Registry of Deeds in Book 17927, Page 162 and filed as Document No. 227718 in the Middlesex North Registry District of the Land Court. Simultaneously with the recording of this Restriction, Grantor will record and register a Release of the Declaration.

[The remainder of this page is left intentionally blank]

Executed under seal this 31st day of October, 2006.

WITNESSES:

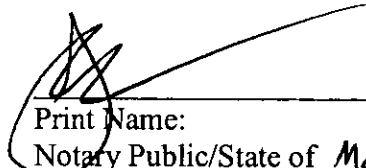

Print Name: Karen L. Crocker

Print Name: GARWOOD B. WILLIAMS

OLIN CORPORATION

By: Curtis M. Richards
Print Name: CURTIS M. RICHARDS
Its: VP- EH+S
Duly Authorized

STATE OF Massachusetts)
COUNTY OF Suffolk)

On this 27th day of September, 2006, before me, the undersigned, a notary public of the State of Massachusetts, duly commissioned and sworn, personally appeared Curtis M. Richards, personally known to me, as VP- EH+S of **OLIN CORPORATION**, signer and sealer of the foregoing instrument, and acknowledged the execution of the foregoing instrument to be his free act and deed as such VP- EH+S, and the free act and deed of Olin Corporation.

 [SEAL]
Print Name:
Notary Public/State of Massachusetts
My Commission Expires: May 15, 2009



SHERYL A. HOWARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 15, 2009

Doc: 00240947

MIDDLESEX NORTH LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Nov 07, 2006 at 12:02P

Document Fee 75.00 Rec Total \$375.00

NOTED ON: CERT 33908 BK 00172 PG 215

11-07-06
I HEREBY ATTEST AND CERTIFY ON FILE TRUE AND
THAT THE FOREGOING DOCUMENT IS A FULL TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE WITH MY OFFICE
AND IN MY LEGAL CUSTODY

RICHARD P. HONE JR.
ASST. CLERK
LAND COURT

34 *Richard P. Hone Jr.*

ACCEPTANCE OF GRANT BY THE TOWN OF WILMINGTON:

We, the undersigned, being a majority of the Conservation Commission of the Town of Wilmington, Massachusetts, hereby certify that at a meeting duly held on October
4, 2006, the Conservation Commission voted to approve the foregoing Environmental and Open Space Restriction pursuant to Massachusetts General Laws, Chapter 40, Section 8C and in full satisfaction of the Order of Conditions issued to Olin Corporation by the Wilmington Conservation Commission, dated July 25, 2000.

John A. Waters

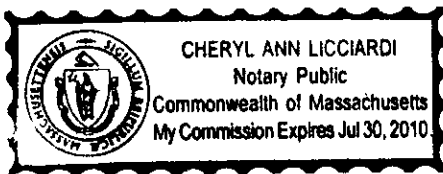
Vincent Licciardi

Beverly A. Shea

Tom Licciardi

COMMONWEALTH OF MASSACHUSETTS,
Middlesex County

On this 4th day of October, 2006, before me, the undersigned Notary Public, personally appeared the above-named Conservation Commission members proved to me by satisfactory evidence of identification, being [(check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory,] to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.



Cheryl Ann Licciardi
Print Name: Cheryl Ann Licciardi
Notary Public
My Commission Expires: July 30, 2010

Doc 00240947

MIDDLESEX NORTH LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

On: Nov 07, 2006 at 12:02P

Document Fee 75.00 Rec Total \$375.00

NOTED ON: CERT 33908 BK 00172 PG 215

I HEREBY ATTEST AND CERTIFY
THAT THE FOREGOING IS A TRUE AND
CORRECT COPY OF THE ORIGINAL CASE FILED IN MY OFFICE
AND IN MY LEGAL CUSTODY

11-07-06

ROBERTA R. HOWE JR.
ASST. CLERK
LAND COURT

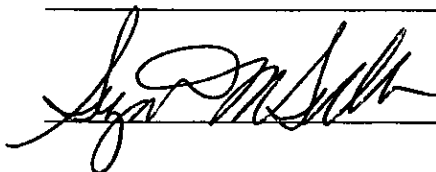
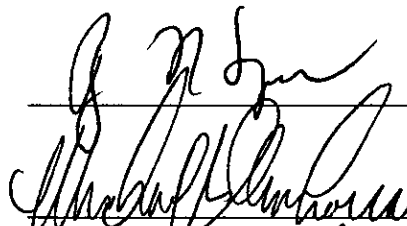

BY:

Robert R. Howe Jr.

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of
Wilmington, Massachusetts, hereby certify that at a meeting duly held on October 10
 , 2006, the Selectmen voted to approve acquisition by the Town of Wilmington
Conservation Commission of the foregoing Environmental and Open Space Restriction pursuant
to Massachusetts General Laws, Chapter 40, Section 8C.

BOARD OF SELECTMEN

 _____
 _____
 _____

COMMONWEALTH OF MASSACHUSETTS,
Middlesex County

On this 10 day of October, 2006, before me, the undersigned Notary Public, personally appeared
the above-named Raymond N. Lepore, Michael J. Newhouse, Charles R. Fiore, Jr., & Suzanne M.
Sullivan, proved to me by satisfactory evidence of identification, being [(check whichever applies): ☐ driver's
license or other state or federal governmental document bearing a photographic image, ☒ oath or
affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal
knowledge of the identity of the signatory,] to be the person whose name is signed above, and
acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose.


Print Name: Beverly J. Dalton
Notary Public

My Commission Expires: September 26, 2008

EXHIBIT A

PARCEL A

A certain parcel of land situated in Wilmington, County of Middlesex, Massachusetts situated on the southerly side of Eames Street being comprised of several parcels of registered and unregistered land as shown on a plan entitled "Plan of Land in Wilmington, Mass.," dated July 9, 1980 by Dana F. Perkins & Assoc., Inc., being further bounded and described as follows:

Beginning at the most northerly point of the parcel herein described at a point on the southerly sideline of Eames Street and the westerly sideline of the land now or formerly of the Boston & Main Railroad as shown on said plan; thence running

Along the easterly sideline of the land now or formerly of the Boston & Maine Railroad by the following six (6) courses, S 37° 51' 09" E 285.43 feet by the remains of a stone wall, S 81° 51' 09" E 26.99 feet, S 37° 51' 09" E 389.00 feet, S 33° 49' 53" E 843.72 feet, 31.55 feet on a curve to the right having a radius of 5958.75 feet, and S 15° 51' 29" W 95.69 feet to a point at the land now or formerly of New England Resins & Pigments Corp.; thence

Along the land now or formerly of said New England Resins & Pigments Corp., S 10° 09' 31" E 832.50 feet to a point on the line between the City of Woburn and the Town of Wilmington; thence

By the town line along said land now or formerly of New England Resins & Pigments Corp., owners unknown and the City of Woburn, S 60° 32' 25" W 1048.38 feet to a point on the easterly sideline of other land now or formerly of the Boston & Main Railroad as shown on said plan;

Northerly along the easterly sideline of said land now or formerly of the Boston & Maine Railroad by the following two (2) courses, 510.21 feet on a curve line to the left having a radius of 1951.10 feet, and N 14° 48' 27" W 1938.47 feet to a point on the southerly sideline of Eames Street; thence

Along the southerly sideline of Eames Street by the following three (3) courses N, 58° 11' 02" E 317.36 feet, 112.20 and N 43° 14' 02" E 103.11 feet to a point on the westerly sideline of said land now or formerly of the Boston & Maine Railroad and the point of beginning.

The above described parcel of land contains 49.2 acres, more or less and includes within it the following described parcel of registered land:

PARCEL B

That certain parcel of registered land situated in Wilmington, in the County of Middlesex and the Commonwealth of Massachusetts, bounded and described as follows

Northwesterly: by Eames Street, four hundred forty-three and 74/100 (443.74) feet;

Northeasterly: two hundred eighty-five and 43/100 (285.43) feet;

Northerly: twenty-six and 99/100 (26.99) feet, and

Northeasterly: ten hundred thirteen and 4/100 (1,013.04) feet, by land now or formerly of the Boston and Main Railroad;

Easterly: by lands now or formerly of Consolidated Chemical Industries and of Merrimac Chemical Co., nine hundred seventeen and 21/100 (917.21) feet;

Southeasterly: by Phelps Street, five hundred twenty-two and 43/100 (522.43) feet;

Southwesterly: by Wilmington Avenue, two hundred forty-five (245) feet;

Southeasterly: by the end of said Wilmington Avenue, by land now or formerly of Ann Russo and by the end of Linwood Avenue, two hundred twenty (220) feet;

Northeasterly: by said Linwood Avenue, seventy (70) feet;

Northwesterly: by a line crossing Linwood Avenue and by said Anna Russo land, one hundred ten (110) feet;

Southwesterly: thirty-five (35) feet, and

Northwesterly: seventy (70) feet, by said Anna Russo land;

Northeasterly: by said Wilmington Avenue, thirty-five (35) feet;

Southeasterly: seventy (70) feet

Northeasterly: one hundred five (105) feet, and

Northwesterly: seventy (70) feet by other land now or formerly of Anna Russo;

Northeasterly: by said Wilmington Avenue, seventy (70) feet;

Southeasterly: by said Phelps Street, three hundred twenty (320) feet, and

Southwesterly: by Longwood Avenue, nineteen hundred sixty-nine and 81/100 (1,969.81) feet.

All of said boundaries are determined by the Land Court to be located as shown on plan 27579-A, which is filed with Certificate of Title 11786, the same being compiled from a plan drawn by Emmons & Fleming, Surveyors, dated April 17, 1957, and additional data on file in the Land Registration Office, all as modified and approved by the Court, and said land is shown as

Lot one (1) and two (2) on said plan.

So much of said Lot 2 as is included within the limits of said Phelps Street, Linwood Avenue and Longwood Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of the land hereby registered as is located within the limits of said Wilmington Avenue is subject to the rights of all persons lawfully entitled thereto in and over the same.

So much of said Lot 2 as is included within the limits of the ditches, shown on said plan, is subject to such rights as may exist at the time of original decree.

For title of the grantor to said registered land see Middlesex County Northern District Land Court Transfer Certificate of Title No. 24003; for title to said unregistered land see deed of Stepan Chemical Company dated September 12, 1980 and recorded with Middlesex North District Registry of Deeds in Book 2438 at page 105.

PARCEL C

That certain land in Wilmington, Middlesex County, Massachusetts, being shown as Lots "A", "B", "C", "D" and "E" on a plan entitled, "Plan of Land in Wilmington, Mass., Scale 1"=60', March 31, 1981, Dana F. Perkins and Assoc., Inc., Civil Engineers and Surveyors, Reading-Lowell, Mass.", and bounded and described according to said plan as follows:

LOT A

SOUTHERLY: by land now or formerly of Olin Corporation 45.42 feet;
EASTERLY: by Longwood Avenue 105.00 feet;
NORTHERLY: by land now or formerly of Anna Russo 45.00 feet;
WESTERLY: by land now or formerly of Boston and Main Railroad 105.00 feet.
containing 4,731 square feet of land according to said plan.

LOT B

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
EASTERLY: by Longwood Avenue 910.00 feet;
NORTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;
WESTERLY: by land now or formerly of Boston and Main Railroad 910.00 feet,
containing 40,950 square feet of land according to said plan.

LOT C

SOUTHERLY: by land now or formerly of Harry L. Marshall 45.00 feet;
EASTERLY: by Longwood Avenue 105.00 feet;
NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
WESTERLY: by land now or formerly of Boston and Maine Railroad 105.00 feet.

Containing 4,725 square feet of land according to said plan.

LOT D

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
EASTERLY: by Longwood Avenue 35.00 feet;
NORTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
WESTERLY: by land now or formerly of Boston and Main Railroad 35.00 feet.

Containing 1,575 square feet of land according to said plan.

LOT E

SOUTHERLY: by land now or formerly of Olin Corporation 45.00 feet;
EASTERLY: by Longwood Avenue 105.00 feet;
NORTHERLY: by land now or formerly of National Polychemicals, Inc. 45.00 feet;
WESTERLY: by land of Boston and Maine Railroad 105.00 feet.

Containing 4,725 square feet of land according to said plan.

Together with all the right, title and interest of the Grantor in and to the lot labeled "21" and "Harry L. Marshall" on said plan, being the lot located between the aforesaid Lot B and Lot C.

Together also with all right, title and interest of the Grantor in and to Longwood Avenue as shown on said plan.

For title reference see Deed of Nicholas Triantos and Louis G. Manolis a/k/a Louis Manolis dated April 2, 1981 and recorded with Middlesex North District Registry of Deeds in Book 2471 at page 680.

Said Property being the same as that conveyed to Olin Corporation by quitclaim deeds (a) from Stepan Chemical Company, dated September 12, 1980 and recorded with the Middlesex North District Registry of Deeds on September 15, 1980 in Book 2438 at Page 105; (b) Middlesex County Northern District Land Court Transfer Certificate of Title No. 24003, dated September 15, 1980, evidencing the transfer of the registered land to Olin Corporation; and (c) from Nicholas Triantos and Louis G. Manolis a/k/a/ Louis Manolis, dated April 2, 1981 and recorded with Middlesex North District Registry of Deeds on April 3, 1981 in Book 2471 at page 680. For Grantor's title, see also (i) Quitclaim Deed from Olin Corporation to Olin Chemicals and Chlor Alkali, Inc., dated August 7, 1998, which deed was recorded with the Middlesex North District Registry of Deeds on October 6, 1998 in Book 9608, Page 34 and filed with the Middlesex North Registry District of the Land Court as Document 178754, and (ii) the Certificate of Merger merging Olin Chemicals and Chlor Alkali, Inc. into Olin Corporation, recorded with the Middlesex North District Registry of Deeds on February 16, 1999 in Book 9943, Page 58 and filed with the Middlesex North Registry District of the Land Court as Documents 181625 and 181626.

The Restriction is granted subject to all restrictions, agreements, encumbrances and other matters of record, as of the date hereof.

EXHIBIT B

PERIMETER OF THE PORTION OF THE OLIN PROPERTY SUBJECT TO ENVIRONMENTAL AND OPEN SPACE RESTRICTION

A certain parcel of land, situated in the Town of Wilmington, Middlesex County, Massachusetts, being shown as "Area Subject to Environmental and Open Space Restriction" on a plan prepared by Dana F. Perkins, inc., Consulting Engineers & Land Surveyors, Tewksbury, MA, entitled "ALTA/ACSM, Perimeter Survey, Eames Street, Wilmington, MA", dated July 10, 2006, attached hereto. Said Parcel being further bounded and described as follows:

Beginning at a point at the south east corner of said parcel at land now or formerly of the City of Woburn;

thence by land of said City of Woburn S60°32'25"W a distance of 1048.88' to a point at land now or formerly of the Boston & Maine Railroad(B&M);

thence by land of said B&M in two courses as follows:
by a curved line to the left having a length of 510.21' and a radius of 1951.10' to a point, N14°48'27"W a distance of 64.67' to a point at land now or formerly of the Town of Wilmington;

thence by land of said Town of Wilmington in three courses as follows:
N75°11'33"E a distance of 45.00' to a point;
N14°48'27"W a distance of 105.00' to a point;
S75°11'33"W a distance of 45.00' to a point at land of said B&M;

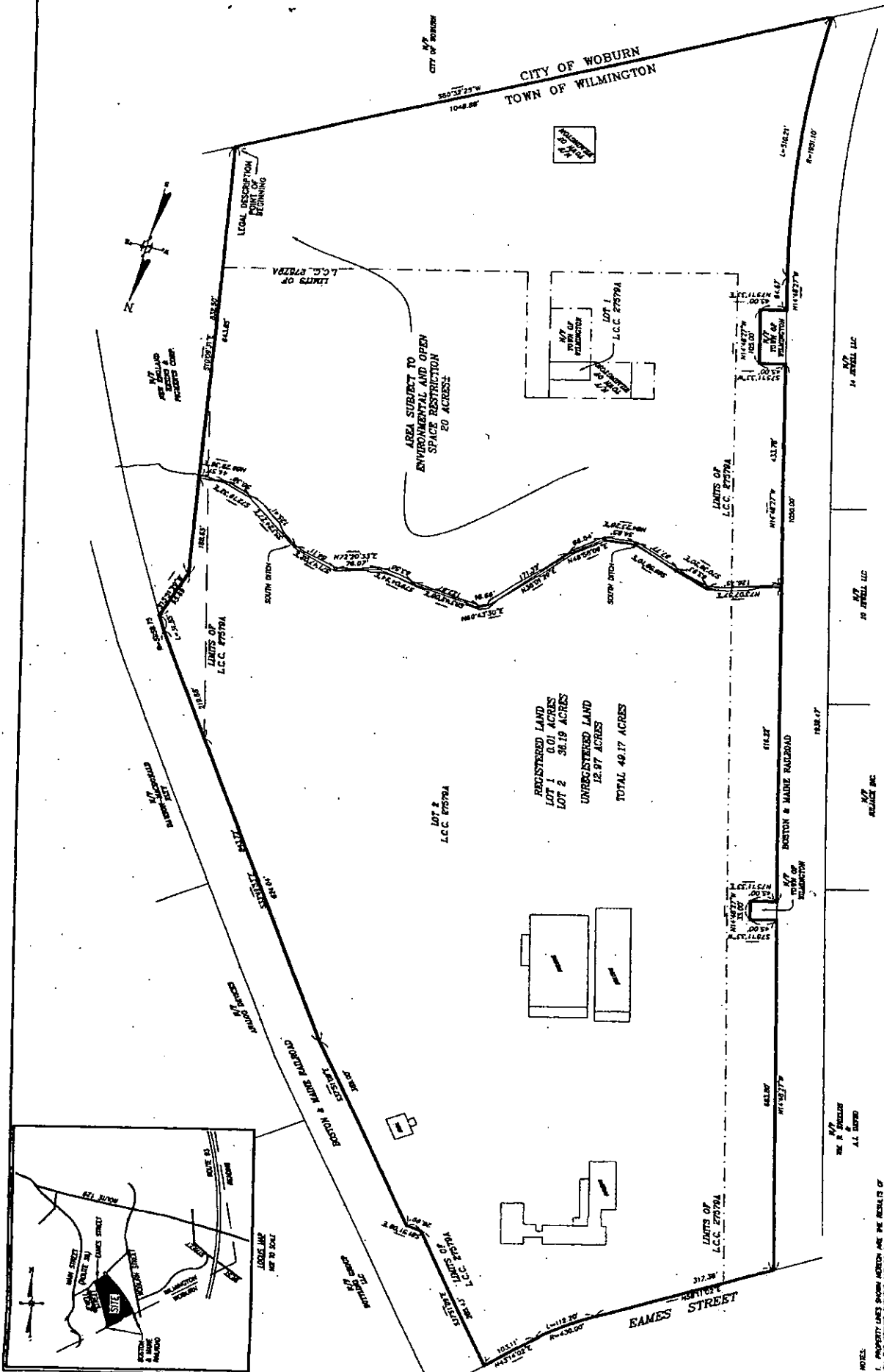
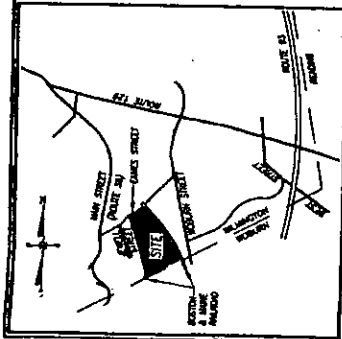
thence by land of said B&M N14°48'27"W a distance of 433.78' to a point within the South Ditch;

thence within said South Ditch in fourteen courses as follows:
N73°07'57"E a distance of 126.75' to a point;
S70°36'20"E a distance of 63.93' to a point;
S69°59'10"E a distance of 87.77' to a point;
N84°23'28"E a distance of 54.65' to a point;
N48°56'06"E a distance of 66.54' to a point;
N38°01'29"E a distance of 171.32' to a point;
N60°43'30"E a distance of 16.66' to a point;
S83°42'08"E a distance of 122.87' to a point;
S79°04'24"E a distance of 63.55' to a point;
N72°20'33"E a distance of 76.07' to a point;
S71°47'02"E a distance of 84.11' to a point;
S53°24'27"E a distance of 125.41' to a point;
S72°19'32"E a distance of 50.39' to a point;
N86°29'36"E a distance of 44.51' to a point at land now or formerly of New England Resins & Pigments Corp.;

thence by land of said New England Resins & Pigments Corp.
S10°09'31"E a distance of 643.85' to a point and the point of beginning.

Said parcel described above containing 20 acres more or less.

Said parcel being a portion of the Property conveyed to Olin Corporation by (a) quitclaim deed from Stepan Chemical Company, dated September 12, 1980 and recorded with the Middlesex North District Registry of Deeds on September 15, 1980 in Book 2438 at Page 105; (b) Middlesex County Northern District Land Court Transfer Certificate of Title No. 24003, dated September 15, 1980, evidencing the transfer of the registered land to Olin Corporation; and (c) quitclaim deed from Nicholas Triantos and Louis G. Manolis a/k/a/ Louis Manolis, dated April 2, 1981 and recorded with Middlesex North District Registry of Deeds on April 3, 1981 in Book 2471 at Page 680.



REGISTERED LAND
LOT 1 38.19 ACRES
LOT 2 12.97 ACRES
UNREGISTERED LAND
TOTAL 40.17 ACRES

NOTES:
1. PROPERTY LINES SHOWN HEREON ARE THE RESULTS OF
ON-THE-GROUND SURVEYS AND COMPARISON OF AVAILABLE RECORDS AND
PLANS OF RECORD.

REFERENCE IS MADE TO THE FOLLOWING:
(1) CERTAIN DEED FROM STEVEN CROMBIE COMPANY TO GUN
CORPORATION DATED SEPTEMBER 13, 1960 AND ACCORDING DEED
WILMINGTON, MASSACHUSETTS TO GUN CORPORATION DATED
JANUARY 2, 1961 AND ACCORDING DEED WILMINGTON, MASSACHUSETTS
DATED ON APRIL 1, 1961 IN BOOK 2471 AT PAGE 861.

This is to certify that the map or plan and the survey on which it is based were made in
accordance with the provisions of the Massachusetts Surveying Statutes, Chapter 270A, and
that the survey was conducted by a duly licensed and qualified surveyor.
The map or plan and the survey on which it is based were made in
accordance with the provisions of the Massachusetts Surveying Statutes, Chapter 270A, and
that the survey was conducted by a duly licensed and qualified surveyor.



ALTA/ACSM PERIMETER SURVEY EAMES STREET WILMINGTON, MA		DATE: JULY 10, 2006 SCALE: 1" = 60' SHEET: 1 OF 1
PREPARED BY: DAVID F. PERKINS, INC. 31 EAMES STREET WILMINGTON, MA 01897		JOB NO. 200701-01



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MIDDLESEX NORTH LAND COURT

REGISTRY DISTRICT

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NOTED ON: CERT 33908 BK 00172 PG 215

I HEREBY ATTEST AND CERTIFY THAT THE FOREGOING DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE AND IN MY LEGAL CUSTODY

11-07-06

JOHN J. ROSE
ASST. RECORDER
LAND COURT

By: *Rachel P. Howe-Jr.*

END OF DOCUMENT

Rachel P. Howe-Jr.

Please Return to:
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Foley Hoag LLP
155 Seaport Blvd.
Boston, MA 02210